

PARTIES

4. Plaintiff, Leila Oliveras, is a natural person, who at all relevant times has resided in the city of Bergenfield, Bergen County, State of New Jersey, and is a “consumer” as defined by 15 U.S.C. § 1681a(c).

5. Equifax is incorporated under the laws of Georgia with a principal place of business at P.O. Box 740241, Atlanta, GA 30374. Defendant is authorized to do business in the State of New Jersey and is a “credit reporting agency,” as that term is defined by 15 U.S.C. § 1681a(f) by the Fair Credit Reporting Act.

FACTUAL STATEMENT

1. Upon plaintiff viewed a copy of her tri-merge credit report. Upon review, Plaintiff noticed a trade line populated by “SYNCB/AMAZ – Acct. No. 6045781016073784.” Upon investigation, this appeared to be a revolving line of credit with the website retailer Amazon, with the credit backed by Synchrony Bank (hereinafter the “Amazon Tradeline”).

2. In addition to the Amazon Tradeline, Plaintiff notice a tradeline populated by Portfolio Recovery Associates (hereinafter the “PRA Tradeline”). The PRA Tradeline had an account number of Acct. No. 6045781016073784, identical to the Amazon Tradeline. Upon information and belief the PRA Tradeline sought to collect on the erroneously asserted balance due and owing on the incorrectly assigned Amazon account backed by Synchrony Bank.

3. Plaintiff has never had a revolving line of credit, nor any other type of credit, with Amazon.

4. As a result of the erroneous trade line, Plaintiff sent a letter disputing the Amazon Tradeline directly to Defendant on or about May 6, 2015. In addition, Plaintiff sent a dispute letter directly to Portfolio Recovery Associates.

1 5. By way of written correspondence dated June 4, 2015, Equifax provided the results of the
2 reinvestigation. Defendant advised that the account had been “verified,” and that additional
3 information has been provided by the “original source.”

4 6. Plaintiff has never had an account of any kind with Amazon.

5
6 **COUNT I**
VIOLATION OF THE FAIR CREDIT REPORTING ACT
7 **15 U.S.C. § 1681, et seq.**

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9 7. Plaintiff repeats the allegations contained in paragraphs 1 through 6 and incorporates
10 them with the same force and effect as if set forth at length herein.

11 8. Upon review of Plaintiff’s credit report she noticed the Amazon Tradeline, a merchant
12 with which she never had an account.

13 9. Upon realizing the account did not belong to her, she sent a written dispute to Equifax in
14 correspondence dated May 6, 2015. This written dispute was specific, noting that an account of
15 this kind was never opened. Further, the dispute requested deletion of the Amazon Tradeline.

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17 10. In written correspondence dated June 4, 2015, Equifax provided the results of the
18 reinvestigation. Defendant advised that the account had been “verified,” and that additional
19 information has been provided by the “original source.”

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21 11. Upon information and belief, Defendant failed to review all relevant information and
22 documentation available, failed to properly contact the furnisher of information, and failed to
23 take into account the assertions of Plaintiff in failing to delete the remarks regarding the Amazon
24 Tradeline, thereby violating their duty under 15 U.S.C. § 1681i.

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26 12. Upon information and belief, Defendant failed to follow reasonable procedures to ensure
27 maximum possible accuracy on Plaintiff’s credit report when it published the incorrect
28 information regarding the Amazon Tradeline.

13. Plaintiff has been damaged and is entitled to relief.

DAMAGES

WHEREFORE, Plaintiff, Leila Oliveras, requests that this Court enter judgment against the Defendant, and on behalf of Plaintiff for the following:

- A. That an order be entered declaring the Defendant actions, as described above, in violation of the FCRA;
- B. That Defendant be compelled to provide all details surrounding the alleged “reinvestigation.”
- C. That Defendant update the trade line of Plaintiff’s credit report with a deletion of the Amazon Tradeline.
- D. That judgment be entered against the Defendant for actual, statutory and punitive damages and attorney’s fees for the violations of 15 U.S.C. §§ 1681n and 1681o in an amount to be determined at trial.
- E. That the Court grant such other and further relief as may be just and proper.

Dated this 28th Day of April, 2016

Respectfully Submitted,

s/ David P. Force
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